

**GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES**

**Request for Proposal – Negotiation  
Professional Services**

To: .....

Date: August 13, 2019

.....

RFP No. 020-T-2019 (P)

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Pursuant to 31 V.I.C. 239 (a) (4) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, herein after referred to as GVI, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received no later than **Friday, September 13, 2019 @ 4:00 o'clock p.m.** Atlantic Standard Time.

**DESCRIPTION OF WORK:** Qualified and licensed Vendors for the Architectural/Engineering Services (A/E) for the Fortuna Fire Station Retrofit and Safe Room Project (HMGP 4335-0015)

**SCOPE OF SERVICES:** See attached

## NEGOTIATED PROCEDURES:

The Commissioner of the Department of Property and Procurement will appoint a Selection Committee to assist in the evaluation and selection of the Contractor. Accordingly, current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals the Committee will select for discussions from the firm/s or person/s considered not less than three (3), in order of preference, **deemed to be most highly qualified to provide the services herein required.** Discussions will be conducted successively and severally with the firms or persons so selected the anticipated concepts and the relative utility alternative methods of approach for furnishing the services hereunder.

## FACTORS FOR DISCUSSIONS

Selection criteria will include (i) Professional qualification, registration and general reputation of principals of the firm or person; (ii) the extent to which the firm or person specializes in or has provided services of a type and scope similar to the hereunder; (iii) familiarity with the location (s) in which services will be performed; (iv) capability of meeting schedules; and (v) quality of performance on other similar projects.

## NEGOTIATION:

The Selection Committee shall recommend to the Commissioner **the highest qualified firm or person with whom a contract shall be negotiated.** The Commissioner, with the assistance of the Selection Committee, shall attempt to negotiate a contract with such firm or person.

Should the Commissioner be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with that firm will be formally terminated. Negotiations will then commence with the second most qualified, the third most qualified or additional firms, in order of preference, and shall continue until an agreement is reached.

Anthony D. Thomas  
Commissioner

Property and Procurement

**INSTRUCTION TO PROPOSERS**

**A. NOTICE**

**RFP-029-T-2019 (P)**

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each bidder will read the scope of work thoroughly, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, herein after referred to as GVI, reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to GVI. Price shall not be the sole criterion of awarding this project. Scope and quality of work proposed and the ability of the bidder to complete this type of project shall also be considered.

Applicants are requested to submit proposals on the basis of the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to **Chief Deputy Commissioner of Procurement, Lisa Alejandro** at [lisa.alejandro@dpp.vi.gov](mailto:lisa.alejandro@dpp.vi.gov).

**B. STATEMENT OF PURPOSE**

To assist the Government of the Virgin Islands in meeting the requirement for the following services: **RFP-020-T-2019 (P)**

**C. PROPOSE SCOPE OF WORK**

**See Attached**

**D. TIMETABLE**

**Last Day for Written Clarification is Tuesday, August 27, 2019 @ 1:00 PM**

**E. SUBMISSION OF PROPOSAL**

All interested parties shall submit *one* (1) original and *five* (5) copy sets of proposals, which are to be delivered to the Department of Property and Procurement no later than **Friday, September 13, 2019 @ 4:00 p. m.** Atlantic Standard Time.

They shall be addressed to:

Anthony D. Thomas  
Commissioner  
Property & Procurement  
8201 Subbase, 3rd Floor  
St. Thomas, Virgin Islands 00802

**THE SEALED ENVELOPE CONTAINING THE PROPOSAL MUST HAVE THE FOLLOWING INFORMATION WRITTEN ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE:**

SEALED PROPOSALS-DO NOT OPEN

**RFP-020-T-2019 (P)**

(Name of Bidder)

(Mailing Address of Bidder)

(Telephone Number of Bidder)

(Fax Number of Bidder)

Where proposals are sent by mail, the bidder shall be responsible for their delivery to Department of Property & Procurement before the date and time set for the closing of acceptance of proposals.

#### **F. WITHDRAWALS OF PROPOSAL**

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw, cancel or modify the proposal, except at the request of GVI after having been notified that said proposal has been accepted by GVI.

#### **G. INTERPRETATION OF SPECIFICATIONS**

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the GVI a written request for an interpretation thereof to the **Chief Deputy Commissioner of Procurement, Lisa Alejandro**. GVI will not respond to questions received after the above established date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will not be binding.

#### **H. CONSIDERATION OF PROPOSAL**

The Commissioner of Property and Procurement shall represent and act for GVI in all matters pertaining to the scope of work and contract in conjunction therewith. **This RFP does not commit GVI to the award of a contract, nor pay of any cost incurred in the preparation and submission of proposals in anticipation of a contract. GVI reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of GVI will be served by such action.** Proposals failing to provide some of the items in the scope of work shall not be rejected per se but any deviations from the scope must be clearly noted.

#### **I. ACCEPTANCE OF PROPOSALS**

GVI will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the respondent's proposal may be grounds for disqualification.

## J. CONTENTS OF PROPOSAL

The following is a list of information to be included in the written proposal. Failure to comply with all the requirements as outlined, may disqualify the applicant.

1. Introductory letter about the applicant:
  - a. Name, address, email and telephone numbers.
  - b. Type of service for which individual/firm is qualified.
2. Organization:
  - a. Names/addresses of Principals of Firm.
  - b. Names of key personnel with experience of each and length of time in organization.
  - c. Number of staff available for project. (Local & Off-Territory)
  - d. Copy of Articles of Incorporation
  - e. Copy of Certificate of Resolution
  - f. Copy of valid Business License
3. Outside consultants that will be retained for this project and percentage of work to be sub-contracted.
4. Project experience:
  - a. List of completed projects and estimated cost of each.
  - b. Current projects underway; scope; percentage completed to date and estimated cost of each.
5. Project References: (including a notarized written consent from the authorized representative which must include: name; telephone number; and email address).
6. Project Approach:
  - a. Describe how you will approach this project and availability to perform the services requested.
7. **Cost: Cost Proposal *(one (1) original and four (4) copy sets of proposals)* must be submitted in a separate sealed envelope.**

## **K. CONFLICT OF INTEREST**

A proposer filing a proposal hereby certifies that no officer, agent or employee of GVI has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same request for proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

## **L. LICENSE REQUIREMENT**

An award will not be made to any firm or individual doing business in the Virgin Islands with the Government of the Virgin Islands until evidence is submitted that said firm or individual has a valid Virgin Islands Business License. Bidders must submit hard copy of a valid Virgin Islands Business License within ten (10) business days after award. All Bidders bidding as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands.

## **M. REQUIRED DOCUMENTS**

1. **PUBLIC LIABILITY:** The successful bidder will be required to obtain and have in place public liability insurance and other insurance necessary as requested in this proposal package. Insurance policy(ies) shall name the Government of the Virgin Islands as "**Additional Insured**". The public liability insurance shall have a minimum limit of not less than **one hundred thousand (\$100,000.00) dollars** for any one occurrence for death or personal injury and **one hundred thousand (\$100,000.00) dollars** for any one occurrence for property damage. Bidder must provide public liability insurance within ten (10) business days after award.
2. **WORKERS' COMPENSATION:** Within ten (10) business days after award of contract, the successful bidder must submit a copy of their certificate verifying his firm and agents are covered by Workers' Compensation Insurance.
3. **FAILURE TO PROVIDE THE CERTIFICATES WITHIN THE STATED TIME PERIOD MAY RESULT IN THE PROPOSAL DEEMED NON-RESPONSIVE AND MAY BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDED OF THE CONTRACT.**

**N. MANDATORY LIST OF REQUIRED SUPPROTING DOCUMENTS TO  
CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS**

1. See Attached.

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.



List of Required  
Docs.09.17.2018.pdf



**REQUEST FOR PROPOSAL (RFP) FOR  
A/E DESIGN SERVICES-FORTUNA/BORDEAUX FIRE STATION RETROFIT  
& SAFE ROOM**

**Project Name:**

Fortuna/Bordeaux "Tango Company" Fire Station Retrofit & Safe Room Project (HMGP 4335-0015)

**Introduction/Background**

The Virgin Islands Fire Service operates fire stations throughout the territory to include the Fortuna Fire Station located at 8-1 Estate Fortuna, St. Thomas, VI. This station has and continues to be housed in a modular facility. The facility that housed the station prior to hurricanes Irma and Maria was severely damaged during the storms.

The Fortuna/Bordeaux fire station is an approximately 2,000 square foot station consisting of a 1,000 square foot modular building and two parking structures (about 500 square feet each, one destroyed during Irma). The station is responsible for approximately 5,000 citizens across a broad range of rural mountainous and suburban settings. The station handles almost all service calls on the Western side of St. Thomas.

The Virgin Islands Fire Service is currently seeking qualifications from professional firms with considerable experience to provide architectural, engineering, and interior design services for the construction of a fire station. This new station will replace the existing station that is located at 8-1 Estate Fortuna, St. Thomas, USVI.

**Estimated Time for Completion**

180 Calendar Days

**Assigned Virgin Islands Fire Service Liaison**

Name: Kamilah Clenance/ Title: Executive Assistant to the Director / Phone: 340.773.8050/Email: Kamilah.clenance@vifs.vi.gov

### Service Required

The Virgin Islands Fire Service requires professional architectural and engineering services to include architectural design, interior design, site, civil engineering, plumbing, mechanical, electrical and telecommunications engineering services. The design proposal should consist of the schematic design, design development, construction documents, and preparation of all specifications and final scope of work for the construction of a fire station and safe room. All plans, specifications, and scope of work to construct the fire station and safe room should meet or exceed the USVI's IBC 2018 Design Wind and Speed for critical facilities (180 mph) and safe rooms (190 mph) in accordance with ASCE 7-16 and applicable fire service operational codes and standards set forth by the NFPA and FEMA 361, 453 and ICC-500.

### Conditions of Proposal

The proposal shall consist of a Qualification Statement, which should contain the following:

1. Firm name, address, telephone number, email, and fax number
2. Year firm was established and any former names
3. Types of services for which the firm is qualified, including documentation of licensure
4. Name of the company's principals and qualifications
5. Names of key personnel who will be assigned to this project and their resumes
6. List of any sub-consultants proposed and their qualifications, including documentation of licensure
7. Current workload including scope, cost, percent completed, both prime contractor and major subcontractors
8. Narrative description of your approach to this project and any unusual aspects or challenges you foresee with this project
9. Proposal package must include an Itemized Cost Proposal and Work Schedule

### SCOPE OF SERVICES

The selected design firm shall be responsible for the following:

#### 1. Project Planning and Design Review

- a. Develop an understanding of the Fortuna/Bordeaux Fire Station. Conduct a detailed review of available plans. Perform additional investigations, including a technical feasibility study to determine existing conditions.
- b. Conduct weekly meetings with VI Fire Service staff until the 30% completion milestone of the project and monthly progress update meetings until completion of the A/E Design Phase.

*Note: Selected firm must be physically present at all required meetings.*

#### 2. Schematic Designs

- a. Prepare conceptual design of all building structural, electrical, data, mechanical, and plumbing systems, etc.
- b. Prepare presentations for and participate in public meetings with all relevant stakeholders.
- c. Prepare basis of design reports

- ii. Applicable codes and standards

4. Construction Documents (30%, 60%, 90% draft final and final)

- a. Prepare plans
- b. Prepare specifications
  - i. Supplementary general conditions, if any (VI Fire Service provides General Conditions)
  - ii. Special conditions and technical specifications
- d. Perform utility interface
- e. Finalize material list for building products including functional specifications & product approval

5. Design Submittal for FEMA Review & Approval

- a. Complete FEMA BCA Analysis

6. Territory Agency Design Submittal & Permitting Application

- a. Obtain all applicable permits

7. Construction Bidding

- a. Prepare bid documents (Project Description, PS&E, etc.)
- b. Perform bidder assistance
- c. Participate in bid meetings
- d. Assist VI Fire Service with bid results

8. Construction Coordination

- a. Inspect and document construction
- b. Perform contractor coordination (RFIs, PS&E Interpretation, etc.)
- c. Conduct project meetings
- d. Certify change orders
- e. Assist with project close-out (minimum pre-final and final inspections)

### DELIVERABLE REQUIREMENTS

All materials submitted to the VI Fire Service shall be reviewed for quality and conform to the following:

1. Documents shall be organized, worded, and illustrated so that they can be easily understood;
2. All submittals shall include cover sheets that accurately describe the purpose of the submittal, sender, date, type, quantity, and electronic file name of the enclosed documents. Submittals requesting VI Fire Service's action shall note the due date;
3. Documents should be organized so they can be easily revised as requested;
4. Graphics can be color, with a set of black and white materials provided so that they can be easily reproduced by black and white photocopier;
6. The Firm shall provide at least four (4) hard copies of all draft and at least six (6) hard copies of all final reports and plans. All documents shall also be submitted electronically as MS Office formatted documents.
7. Final documents shall also be provided in Adobe Acrobat® Portable Document Format (PDF) with object recognition for written documents.

## Scope of Work

### **Describe the hazard(s) the project will mitigate.**

The proposed retrofit project will mitigate the risks posed by hurricane winds hazards (and related heavy wind-driven rain hazards). The entire USVI (and project location) are susceptible to high winds in excess of 180 mph and capable of producing complete structural failure in buildings not mitigated above the 180 mph Design Wind Speed for the current building Code (ICC 2018) for Risk Category IV buildings (Critical Facilities) in the USVI.

### **Describe the problem to be solved by the project.**

Hurricane wind and wind-driven rain risks will be solved/mitigated by the retrofit project. The station's operations will no longer need to be located at the alternate site (Emile Berry station) far removed from its Area of Responsibility (AOR). Secondarily, maintaining continuity of emergency response services will mitigate hurricane and flood risks to the general public located in floodplains or flood ways within the station's (AOR).

### **Describe the project methodology/activities to be performed.**

The overview of activities to be performed include (but are not limited to) the following:

- Engineering services procurement
- Site analysis for HMGP requirements (archeological/environmental/historical review)
- Analysis/review of Territorial development regulations -zoning, land-use, etc.
- Engineering analysis and design and project cost estimating
- Bid process/procurement of construction firm
- Permitting
- Vendor coordination (mitigation products, i.e., shutters, strapping, storm doors)
- Site preparation
- Land Development
- Facility retrofit

### **Describe the detailed Work Breakdown Structure for the project.**

#### **Retrofit: Design Overview**

The engineering design firm, design-build firm, and/or general contractor firms selected will provide a fire station facility retrofit including a safe room for life safety and protection of emergency personnel. The station will be approximately 5,000 square feet (including 2500 sf of interior space and 2500 sf for apparatus/garage bays). These parameters are based on research of fire station architectural design and industry standards and size averages in the United States for stations with similar operational needs such as number of calls and needed response time, population served and land area covered. The research centered on a review of fire station designs with functional requirements and components similar to the proposed project including: two apparatus/truck bays with the remaining area allocated to functions such as space dedicated for turnout gear, gear washing and drying, storage, bathroom and shower facilities, fitness area, control/radio room and other critical functions. Retrofit and safe room configurations will be finalized during the engineering design process. The station design will conform to all applicable codes and standards of the National Fire Protection Association (NFPA) in addition to IBC 2018, ICC-500, FEMA 361, 453, and other agency requirements such as ISO and OSHA.

The project will include activities and scopes of work pertaining to the following:

- civil engineering
- architectural design

- structural engineering and design
- plumbing
- mechanical equipment selection and installation
- fire alerting and alarm system
- security access system
- emergency generator (back-up power for station and safe room)
- electrical system components of the overall facility

**The facility will also include:**

A. Interior furniture, fixtures and equipment (to be agreed upon by the Territory and selected engineering design firm during project design).

B. Incorporation of the Territory's security and/or information technology requirements, e.g., security access system, Public Address (PA) system, ring-down system, and other "emergency communication center" requirements for fire station alerting.

Note: The fire station shall meet all Territorial and Federal codes and guidelines for a facility of this type including total ADA compliance, IBC compliance, ICC-500, FEMA 361 and 453 (safe room guidance) and other FEMA programmatic requirements for use of HMGP (or other applicable) grant funding sources, and/or other codes and standards metrics deemed necessary through the engineering design process.

**Retrofit SOW Breakdown:**

**Part 1: Engineering**

1. Engineering Analysis/Feasibility
2. Land Surveying and EHP Review
3. Engineering Design (*Plans/Specs*)
4. Permitting

**Part 2: Retrofit Implementation**

1. Mobilization / Site Preparation
2. Demolition for new floor plan
3. Structural systems may include (but not limited to) a retrofit of the following:
  - footings, floors, walls, columns, pilasters, beams, roof.
  - Installation of concrete floor system as required by a structural engineer.
  - Doors and hardware
  - Plumbing
  - Electrical
  - Mechanical
4. Ventilation system as outlined in the International Mechanical Code (IMC) for air exchange of 15ft(3) per person per minute for single use.
5. Installation of new 100kw generator and transfer switch for generator, as required.
6. Finalize Ingress/Egress
7. Clean Up

**Fire Station building areas to be retrofitted may include (but not limited to) the following functional elements (determined by engineering design firm to be procured):**

1. Storage - interior storage of sensitive equipment and supplies, cleaning supplies, separate kitchen pantry lockers/cabinets, storage in the apparatus bay to include bunker gear, tool room, air compressor room, bunker gear washing room, bunker gear rack storage, etc.
2. Garage Bays – Two (2) drive-through-bay configurations, with horizontal opening bay doors with remote control, French drains (or other) running front to back, and vehicle exhaust extraction system for the vehicles.
3. Business Features - two offices, workstations in a common area for case-work, and a communications area to serve as a remote/secondary Emergency Operations Center (EOC) for logistical/operational coordination with USVI primary EOC's and Federal and Territory response and recovery authorities.
4. Dormitory spaces with a bed and a casework cabinet, etc.
5. Gender Specific Bath Facilities - with showers, commercial grade toilets, and sinks.
6. Kitchen - commercial grade kitchen appliances, cabinets, counters, etc. to accommodate three meals/day for staff members.
7. Fitness Room- of sufficient size to accommodate 4 staff members (on duty per shift).
8. Meeting Room - For use by the staff as an alternate EOC and coordination point with adjacent restroom facility
9. Laundry Facilities - Front-load washing machine and dryer for uniforms and linens
10. Safe Room – 300 sf of internal space with bathroom, HVAC, rest and work design features
11. Building Envelope Protection – to include (but not limited to) installation of roof straps, hurricane shutters or other opening protection, storm entry doors, wind rated overhead bay doors, elevation of exterior and roof-top mechanical or electrical equipment, hardening of gutters and downspouts, etc.

#### **Safe Room SOW Breakdown:**

The proposed retrofit of the Fortuna/Bordeaux fire station will provide a safe room that will exceed the requirements established by the latest edition of the International Building Code (2018; Adopted by the Territory in March, 2018). The Safe Room will contain 300 square feet of space. Based on FEMA 361 Guidance, seated adults should be provided with no less than 5 sq. ft. per individual during short term events (tornadoes) and 10 sq. ft per individual during long term events such as hurricanes, and 40 sq.ft. for one disabled occupant. The proposed amount of space will allow for a maximum of 27 to be sheltered. Currently, 16 fire fighters are stationed at the Fortuna station with additional personnel on site during emergencies – 300 sf of space accounts for the additional first responders that are co-located at the site during an emergency.

The retrofit and safe room project will include installation of a 100kw generator and transfer switch gear and any other electrical/mechanical components and connections necessary to provide back-up power for life safety and critical functionality of the station's residence/office, garage bay, and proposed safe room including (HVAC) ventilation system, lighting, communications equipment, water supply and pumps, and other functional components of the station in the event of a power outage (to be determined by engineering design firm to be procured pending funding approval).

The safe room will utilize CMU wall/steel-reinforced concrete construction to exceed the Design Wind Speed of 190 mph for critical facility safe rooms in Zone IV according to ASCE 7-16 and safe room design requirements for ICC-500, FEMA 361, and FEMA 453, "Design Guidance for Shelters and Safe Rooms", and will meet the design criteria for resistance to missile impact and/or flying debris for horizontal and vertical velocity (FEMA 361 Table 3.3). It will also be designed to withstand wind loads according to ASCE 7-16 standards.

## **Part 1: Safe Room Engineering**

5. Engineering Analysis/Feasibility
6. Land Surveying and EHP Review
7. Engineering Design (*Plans/Specs*)
8. Permitting

## **PART 2: Safe Room Construction**

8. Mobilization / Site Preparation
9. Major structural systems may include: footings, floors, columns, pilasters, beams, roof
  - Installation of footing and concrete floor system as required by a structural engineer.
  - Installation of at least 6" CMU wall, reinforced with concrete and No. 4 rebar in every cell. Minimum construction to meet FEMA horizontal impact requirements and hurricane safe room Design Wind Speed for USVI Critical Facilities of 190 mph.
  - Installation of a flat reinforced concrete ceiling/roof. Minimum construction to meet FEMA vertical impact resistance requirements and design wind speed of 190 mph.
  - Doors and hardware
  - Plumbing
  - Electrical
  - Mechanical
10. Ventilation system as outlined in the International Mechanical Code (IMC) for air exchange of 15ft(3) per person per minute for single use.
11. Installation of new 100kw generator and transfer switch for generator, as required.
12. Clean Up

## **Other Considerations for Project Design and Implementation:**

1. Construction services - construction staking, erosion control fencing/security, tree protection, site preparation, on-site storm water drainage infrastructure, and construction management.
2. Permits, Inspections and Product Standards - applications or other documentation, site inspections, procedures, test results, data, drawings, etc. required by Territorial permitting agencies, grant funding agencies and others such as FDEP, NPDES; material and/or hazard mitigation building product testing required for HMGP-acceptable level of building envelope protection, etc., per exceeding the 2018 Code and ASCE 7-16 design wind load standards for the location.
3. 100kw generator selected based on VIFS research into generator costs from Cummins and Caterpillar generator manufacturers, as well as research into generator sizes used at comparably sized fire station facilities in the US. It also took into account the critical nexus point for all emergency operations services that this station will provide for Western St. Thomas.



### Technical Feasibility:

The VIFS conducted a preliminary analysis of the project's technical requirements, and alternative approaches were considered where applicable. The Fortuna station parcel is more than 20,000 sf which provides ample space for the project's design footprint. The retrofit will integrate building envelope protection through the installation of mitigation products for securing the roof and any roof-top equipment (HVAC, electrical), and window and door openings, including overhead roll-down doors for emergency vehicle protection.

This project will undergo full engineering analysis upon receipt of grant funding through this application and procurement of a qualified engineering firm. Said firm will produce an analysis and design which typically includes (but not limited to) the following: facility drawings, sketches, or other forms of documentation to show where and how the proposed project will be constructed and how it relates to the existing conditions (in this case, current conditions of the vacant parcel to be used, and the effect of the fire station on the parcel).

Technical feasibility and design factors will include (but not limited to) NFIP and EHP compliance - comparison between the existing and proposed conditions in terms of storm frequency, storm-water flowrate, elevation of any ponding areas, etc., and that the design will not adversely impact areas upstream or downstream from the project. Preliminary analysis indicates that no surrounding structures or property will be adversely affected by this project.

## CONTRACT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the [User Agency] (hereinafter referred to as "Government") and [Insert Contractor/Company name as it appears on the business license] (hereinafter referred to as "Contractor").

### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a Contractor to [Insert summary of scope of services], which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS**, the Government solicited the services under RFP No. \_\_\_\_\_; and

or

**WHEREAS**, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (##) [insert appropriate exception being utilized]; and

**WHEREAS**, the Contractor represents that it is willing and capable of providing such services; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

### 1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

### 2. TERM

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of one (1) additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

Or

Upon execution of this Contract by the Governor of the Virgin Islands the Contract shall be effective for a Term beginning from February 1, 2019 to January 31, 2020. The Government in

its sole discretion, shall have the option to renew this Contract for a period of one additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

### **3. COMPENSATION**

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor the sum of [insert value of contract in words] [(\$insert value of contract in numerals)] in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

### **4. TRAVEL EXPENSES**

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

### **5. RECORDS**

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

### **6. PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

### **7. DOCUMENTS, PRINTOUTS, ETC.**

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

### **8. LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment

insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

## **9. ASSIGNMENT**

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

## **10. INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

## **11. INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

## **12. GOVERNING LAW**

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

## **13. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

## **14. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.



## 15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

## 16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

## 17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on [insert number of days in words] [(insert number of days in numerals)] days written notice to the other party specifying the date of termination.

## 18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing [insert number of days in words] [(insert number of days in numerals)] days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the [insert number of days in words] [(insert number of days in numerals)] day notice.

## 19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

## 20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
  - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
  - (2) a territorial officer or employee and, as such, has:
    - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
    - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
    - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

## 21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor.

## 22. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

### GOVERNMENT

Anthony D. Thomas  
Commissioner Nominee  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas Virgin Islands 00802

[NAME & TITLE]  
[USER AGENCY]  
[AGENCY'S PHYSICAL ADDRESS]  
[AGENCY'S MAILING ADDRESS]  
[CITY, STATE, ZIP CODE]

### CONTRACTOR

[NAME]



[TITLE]  
[NAME OF COMPANY]  
[PHYSICAL ADDRESS]  
[MAILING ADDRESS]  
[CITY, STATE, ZIP CODE]

### 23. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

### 24. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this Contract and are incorporated herein by reference. (Please make sure all additional addenda are listed in this section that are made a part of this contract)

### 25. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made. (Only insert if Contract involves federal funds)

### 26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

## 27. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence. (Only insert if Contract involves federal funds)

**28. INSURANCE** [if contract is being entered into pursuant to an RFP, utilize the insurance provisions from the RFP, if the contract is being entered into pursuant to an exception to the formal advertising process, use the language below]

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than **one million dollars (\$1,000,000.00)** for any one person per occurrence for death or personal injury and **one million dollars (\$1,000,000.00)** for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. (Insurance limits may be reduced subject to DPP's approval, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP's approval).
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than **one million dollars (\$1,000,000.00)** per claim. The Government shall be listed thereon as a certificate holder. (Insurance limits may be reduced subject to the approval of DPP, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP's approval).
- (c) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

[INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

**WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS**

\_\_\_\_\_  
[NAME] [TITLE]  
\_\_\_\_\_  
[USER AGENCY] Date \_\_\_\_\_

\_\_\_\_\_  
Anthony D. Thomas, Commissioner Nominee  
\_\_\_\_\_  
Department of Property and Procurement Date \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
[NAME] [TITLE]  
\_\_\_\_\_  
[NAME OF COMPANY] Date \_\_\_\_\_

(Corporate seal, if Contractor is a corporation)

**APPROVED:**

\_\_\_\_\_  
Date: \_\_\_\_\_  
**Honorable Albert Bryan Jr.**  
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: \_\_\_\_\_ Date \_\_\_\_\_

PURCHASE ORDER NO. \_\_\_\_\_

**CERTIFICATE OF APPROVAL**

I hereby certify that this is a true and exact copy of Contract No. \_\_\_\_\_ entered into between the Department of Property and Procurement and \_\_\_\_\_.

\_\_\_\_\_  
**Anthony D. Thomas, Commissioner Nominee**  
Department of Property and Procurement

RFP No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

Contractor's Initials: \_\_\_\_\_